

THIERMAN BUCK LLP

7287 Lakeside Drive

Reno, NV 89511

(775) 284-1500 Fax (775) 703-5027

Email info@thiermanbuck.com www.thiermanbuck.com

1 State of Nevada

2 County of Washoe

3
4 I, Dale Tucker, hereby declare and state:

5 I am the day manager at Fantasy Girls, an adult interactive cabaret located at 1095 East
6 4th Street, Reno, 89512. Before I allow any adult interactive cabaret performer to work during
7 my shift, I make sure the dancer has all licenses and work card permits required by the City of
8 Reno, and that the dancer has received, agreed to and signed "Dancer/Entertainer Independent
9 Contractor Agreement With Arbitration and Class Action Waiver Provisions" hereinafter also
10 referred to simply as the "agreement." On July 24, 2014, Ms. Karen Dorio and on May 15, 2014
11 Ms. Quianna Hunt signed such an agreement. A true and correct copy of the agreements Ms.
12 Dorio and Ms. Hunt signed are attached hereto as Exhibit A and Exhibit B respectively.
13 In Article 9 of the agreement, Ms. Dorio and Ms. Hunt agreed to waiver all of their rights to
14 bring a class and/or collective actions in favor of individual arbitration for all disputes arising
15 out of the relationship between themselves and Fantasy Girls. As stated in paragraph 9.2 of the
16 agreement:

17 The Company and the Contractor mutually agree that any dispute or controversy
18 arising out of or in any way related to any "Dispute," as defined herein, shall be
resolved exclusively by final and binding arbitration,

19 The agreement requires that the arbitration be kept confidential because many of
20 the dancers are reluctant to come forward with a claim because they fear public exposure
21 may lead to embarrassment. Many are single mothers, and have lives outside of work,
22 where it would not be seen as respectable for them to be dancers. The confidentiality is
23 solely for the benefit of the dancer and can be waived by mutual consent.

24 The agreement covers disputes about wages and compensation arising out of the
25 independent contractor status of the Dancer. This agreement specifically says at paragraph 9.3
26 with emphasis supplied:

27 For purposes of this Agreement. the term "Disputes" means and includes any claim
28 or action arising out of or in any way related the hire. employment. remuneration,
separation or termination of the contractor, at any time, including retroactively to

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1 the time of the Contractor's first performance at the Company's locations. The
2 potential "Disputes" which the parties agree arbitrate, pursuant to this Agreement,
3 include but are not limited to: claims that the Contractor is an employee rather than
4 an independent contractor, claims for wages or other compensation due; claims for
5 breach of any contract or covenant (express or implied) between the parties to this
6 agreement or any agreement where either party claims to be the third party
7 beneficiary of an contract involving the other party hereto; claims for unlawful
8 discrimination, retaliation or harassment (Including, but not limited to, claims
9 based on employment benefits (except where an benefit or pension plan agreement
10 contains a claims procedure which expressly provides for a final and binding
11 arbitration procedure different from this one)), and Disputes arising out of or
12 relating to the termination of the contractual relationship between parties, whether
13 based on common law or statute, regulation, or ordinance.

14 At paragraph 9.4 of the agreement, the Ms. Dorio and Ms. Hunt waive their right
15 to proceed in court, and to proceed on a class or collective action in any forum. As
16 paragraph 9.4 states:

17 Under the agreement, the cost of arbitration to the Ms. Dorio and Ms. Hunt are
18 limited to no more than Court costs in this action, and if a statute provides for the prevailing
19 Ms. Dorio and Ms. Hunt are to receive attorney's fees, like the Fair Labor Standards Act
20 does then the arbitrator is empowered to award the Ms. Dorio and Ms. Hunt the same relief
21 as any court could, i.e. Attorney's fees pursuant to the statute. As the agreement states in
22 the second half of paragraph 9.7:

23 In any arbitration held pursuant to this Agreement, the parties shall bear equally all
24 fees and costs of arbitration, including the Arbitrator's fee, except that Contractor's
25 share of such fees and costs of arbitration shall not exceed the then-current total
26 filing fee and costs in any court in which contractor could have filed suit. Each
27 party shall pay for its own attorney's fee and costs, if any. However, if any party
28 prevails on a statutory claim that affords the prevailing party attorney's fee or if
there is a written agreement providing for attorney's fees, then the Arbitrator may
award reasonable fees to the prevailing party.

Finally, in all capital letters, above the signature line, the Ms. Dorio and Ms. Hunt
again agreed to waive its right to seek relief in Court, as the agreement stated in all capital
letters:

I REALIZE THAT THIS AGREEMENT CONTAINS AN
ARBITRATION PROVISIONS THAT REQUIRES ALL DISPUTES TO BE
ARBITRATED BY THE RULES OF THE AMERICAN ARBITRATION
ASSOCIATION, AND THAT I AM GIVING UP MY RIGHT TO FILE A

1 LAWSUIT IN COURT, INDIVIDUALLY AND A PART OF ANY CLASS
2 AND/OR COLLECTIVE ACTION.

3 The City of Reno frequently inspects the records for all dancers allowed to perform at
4 Fantasy Girls. These records are kept in the normal course of business and relied upon by Fantasy
5 Girls to show inspecting government officials that Fantasy Girls is in full compliance with all its
6 legal requirements under Reno Municipal Code Chapter 4 and 5.

7 I have read the forgoing declaration consisting of this single page and two others, and
8 declare under penalty of perjury that it is true and correct.

9
10 Executed ^{10/8/2020} at Reno, Nevada.

DocuSigned by:
Dale Tucker
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Dale Tucker

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